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AGREEMENT BETWEEN

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL #1000, AFSCME, AFL-CIO

THE PANAMA CENTRAL SCHOOL DISTRICT LOCAL #807, UNIT #6317

(The Association)

AND

THE SUPERINTENDENT OF THE

PANAMA CENTRAL SCHOOL DISTRICT

(The District)

July 1, 2008 – June 30, 2012

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

41

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ARTICLE I – Preamble

The current agreement is entered into this _____ day of _____ 2008, by and between the Panama Central School District (hereinafter referred to as the Board or Employer) and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified representative for the Panama Central School District Employees Unit 6317, Chautauqua County Local 807, (hereinafter referred to as the Association). This agreement is entered into in order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act) the purpose of which is to encourage and increase an effective and harmonious working relationship between the parties.

A. General Procedures Governing Negotiations (ground rules)

The following procedure should be used in matters of planning for negotiations and enforcement of the final Agreement. All matters not covered under this set of bylaws should then refer to the rules and regulations established by the Public Employees' Fair Employment Act.

1. Meetings

Meetings should be called for at a time and place agreeable to both negotiating units.

2. Negotiating Teams

- a. The parties shall have no more than five (5) members of each negotiating team at any one time.
- b. Members of the negotiating team may be changed from time to time without prior announcement or approval.
- c. At the conclusion of any given meeting, both teams will then prepare and agree on the agenda for the following meeting.
- d. Each team will select a chief negotiator and during formal negotiation proceedings he/she will lead all discussions, but may call upon another team member to explain a particular aspect of the proposal.
- e. The chief negotiators shall have full authority from their respective bodies to make proposals, counter proposals, and to enter into tentative agreements.

3. No Strike Clause

The Association agrees to conform to Section 210 of the Public Employees' Relations Act regarding strikes.

4. Postings, Meetings, Announcements

- a. The Association may use the school mailboxes and bulletin boards in the bus garage and dining areas for posting information.
- b. Either party may use the news media when a final agreement is reached.
- c. Employees may use school facilities for meetings of the Panama Central School District Unit.

5. Mediators, Fact-Finding Committee, etc.

The cost of wages and expenses for mediators, fact-finding teams and others for purposes of intervening in an impasse shall be shared equally by the parties.

6. Agreement

- a. All matters agreed to at the negotiation table will not become part of the final Agreement until they have approval of the Association and the District. These matters will be initialed as tentative agreements if agreement is reached during negotiations.
- b. Copies of the final Agreement shall be reproduced at the expense of the District and the Association to be shared equally and distributed by the District Unit officers to its members.

- c. The parties will determine a mutually agreeable date to begin negotiations prior to the expiration of this contract.

7. **Good Faith Clause**

Each party agrees that its members and representatives will negotiate in good faith and in a spirit of good will at all stages of negotiations.

ARTICLE II – Recognition

A. Unit Definition

The Employer recognizes the CSEA Local 1000, AFSCME, AFL-CIO, the certified representative for the Panama Central School District employees of Local 807, Unit #6317 as the sole and exclusive representative of all employees encumbering titles set forth in Article III (Collective Bargaining Unit) for the purpose of collective negotiations to determine wages and other terms and conditions of employment, processing and settling of grievances, administration of the terms and conditions of employment contained in this Agreement. The CSEA shall have such sole and exclusive representation rights for the term of this Agreement.

B. Right to Strike

The CSEA affirms that it does not assert the right to strike against the Employer nor shall it cause, instigate, condone or encourage a strike for the term of this Agreement.

ARTICLE III – Collective Bargaining Unit

A. List of Titles

The collective bargaining unit shall consist of all employees who encumber the following titles: Monitor, Custodian, Cleaner, Teacher Aide, Teaching Assistant, Bus Driver, Bus Attendant, Building Maintenance Mechanic, **Building Systems Technician, Health Aide, Transportation Aide** or positions that are mutually agreed to be within the unit.

B. Secretarial Positions

Secretarial positions are excluded from the bargaining unit.

ARTICLE IV – Dues Checkoff, Payroll Deductions and Agency Fee

A. Dues Deduction

The District shall deduct bi-weekly and remit monthly to the Civil Service Employees Association, 143 Washington Ave., Albany, NY 12210, and/or to its designated agent regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization cards permitting such deduction(s). The District agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for employees in the Unit and shall not extend this privilege to any other Labor Union or organization.

B. Agency Fee

The District shall collect an agency fee in an amount specified by CSEA from employees who do not voluntarily join CSEA in accordance with the following conditions:

1. Any employee who is a CSEA member is subject to Agency Fee should the employee cease membership. (The Association will provide a certified list of such members to the district in order for this provision to be implemented.)
2. Any new employee is subject to Agency Fee.
3. CSEA holds the District harmless from any and all liabilities resulting from actions arising out of the Agency Fee provision.

ARTICLE V – Definition of Employee/Seniority

A. Full-Time Employees

For purposes of this contract, a full-time employee will be defined as any employee working the maximum hours/schedule (without overtime) as stated in Article VIII.

B. Seniority

1. "Seniority as used in this contract shall mean continuous length of service from date of hire and shall be applied on a departmental basis. **The seniority list for Teacher Aides and the seniority list for Teaching Assistants will be combined into one seniority list. If a current Teacher Aide fulfills State requirements to qualify as a Teaching Assistant, he/she will remain on the combined seniority list where he/she is currently placed. If a Teacher Aide and/or Teaching Assistant position must be eliminated, the most recently hired paraprofessional will be terminated.**"
2. For the purpose of the Agreement, **titles in the departments stand as follows:**

<u>Department</u>	<u>Titles</u>
a) Monitors	Lunch Room Monitors
b) Maintenance/Grounds	Custodial/Cleaners/ Building Maintenance Mechanic/ Building Systems Technician
c) Transportation	Bus Drivers/ Bus Attendants
d) Paraprofessional	Teacher Aide/Teaching Assistant
e) Health Aide	Health Aide
f) Transportation Aide	Transportation Aide

3. Exceptions

- a. **Maintenance/Grounds Department:** Seniority for a Custodian shall begin on the date the employee is employed as a custodian. (Note: Not when a cleaner might pass the Custodial Civil Service exam.)
- b. **Transportation Department:** Seniority for a bus driver shall begin on the date the employee is assigned to any contracted run action.
- c. Exercise of seniority rights within a Department may occur only (a) after a vacancy has been announced and posted, or (b) in the case of a job elimination.
- d. An employee in two (2) different departments may only gain and hold seniority in one (1) department. That department would be the position requiring the most time. If an employee works equal time in two (2) departments, the employee will designate the department in which that employee will hold seniority rights.

ARTICLE VI – Job Posting and Personnel Transactions

A. Job Postings

1. Jobs that become available in the District and which are applicable to non-teaching employees shall be posted for one (1) week. If the District posts a job vacancy during the summer or any extended vacation period, the District agrees to mail a copy of that posting to the unit's president.

The notices posted shall include a description of the job, including salary range and hours to be worked.
 - a. The District is to make every effort to fill promotional positions from the ranks of qualified personnel employed by the School District, if such apply for the position. If other qualifications are equal, seniority will be given priority. This Section is not to be interpreted to mean that promotional positions will necessarily be awarded to present employees. The best qualified person, whether from within the ranks or from without the ranks, will receive the appointment. The Superintendent will determine who is the best-qualified applicant.

B. Intra-Departmental Transfer

Any voluntary intra-departmental changes may occur without posting if the full consent of the individuals involved, the President of the Association, the Department Head and the Superintendent are obtained. All employees within the department will be notified of the proposed change by posting notification of change within the department (Department Head's office).

Criteria for selection (should more than one [1] member desire a position) will be same as if the job were posted. Posting requirements would occur only when an employee has left a position permanently. The District maintains its right to assign involuntary transfers.

C. Discipline and Dismissal

1. Just Cause

No employee, who has been employed by the district for twelve (12) consecutive months, shall be disciplined or dismissed without just cause. Any extended vacation or leave of absence time will not count toward the twelve (12) consecutive months, i.e. summer vacation, maternity leave. The following are not "discipline" within the meaning of this paragraph:

- a. **Oral:** warnings, reprimands, and statements or evaluations adverse to the employee;
- b. **Written:** warnings, (as distinct from reprimands) and statements or evaluations adverse to the employee.

Discipline or dismissal to be imposed must be set forth in a written statement of discipline by the Superintendent of Schools which must include the kind of discipline or dismissal to be imposed and a brief statement of the reasons therefore. Copies of the statement of discipline must be given to the employee and the Association.

2. Procedures

If dismissal or a suspension without pay of more than twenty (20) days is to be imposed, the statement of discipline must include notice of a grievance meeting to be held before the Superintendent or his designated representative on a date not later than the fifteenth (15th) working day after the statement is given the employee if the employee submits a grievance claiming a violation of this paragraph on or before that date. The purpose of this paragraph is that it serves as a complete replacement for the procedural and substantive rights of employees in this unit which are or may be afforded to any such employee by Sections 75 and 76 of the New York State Civil Service Law including any amendment of or replacement for such sections. Therefore, no employee in this unit may invoke, use, or rely upon any right which may be provided in either such section or any amendment of or replacement for such section nor shall Panama School District be in any way limited by other provisions of such section. This sole recourse which an employee in this unit shall have with respect to any discipline or dismissal which he believes to be without just cause as to him shall be to the following:

- a. The grievance procedure set forth in Article VII of this Agreement.
- b. In the event the decision rendered pursuant to "a" is not deemed satisfactory such grievance shall then be moved to final and binding arbitration.

The parties agree that when a disciplinary grievance is moved to the point of arbitration the parties shall then utilize the procedures as set forth by the American Arbitration Association to resolve the grievance.

All costs involved in the Arbitration of the grievance shall be borne equally between the parties.

ARTICLE VII – Grievance and Discipline Procedure

A. Definitions

1. Grievant shall mean any employee, group of employees in the bargaining unit or the Association.
2. Chief School Officer shall mean the Superintendent of Schools.
3. Immediate Supervisor shall mean the Management person to whom the employee is directly responsible.
4. Department Head shall mean the Principal of the School in which the employee works or other designated Department Head to which the employee is responsible.
5. Association Representative shall mean the Association Steward, Field Representative and/or other Association appointed Representative who has been designated to act on behalf of the grievant.

6. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any provision of this Agreement.
7. Decision shall mean the determination by the Immediate Supervisor, Department Head, Chief School Officer or Board of Education after the grievance is heard or submitted as provided in this Article.
8. Days shall mean all days other than Saturdays, Sundays and holidays. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

B. Initial Presentation of Grievance

A grievance as defined in subdivision (6) of Section A Article VII must be filed within ten (10) working days from the date of occurrence.

C. Procedure

1. **Step 1:** Within five (5) working days from the date of the occurrence of the grievance or within ten (10) working days from the date the employee knew or should have known that the grievance occurred, the employee or his/her representative shall present the grievance in writing to the employee's Immediate Supervisor. Within five (5) days after the grievance has been presented to him/her, the Immediate Supervisor shall make his/her decision and shall communicate that decision in writing to the grievant's representative.
2. **Step 2:** If the grievant is not satisfied with the decision of his/her Immediate supervisor, he/she or his/her representative shall, within five (5) days of receipt of the Step 1 response, make a written request to his/her Department Head for review and determination of the grievance. Such request shall be in writing and include the name and position of the aggrieved party, the violation of this Agreement by Article and Section letter, the time when and place where the alleged events or conditions occurred including the identity of party responsible for causing said events or conditions if known to the aggrieved employee, as well as a general statement of the nature of the grievance and the redress sought. Within five (5) working days of receipt of the request for review, the Department Head shall render his/her decision in writing and shall transmit that decision to the grievant and his/her representative.
3. **Step 3:** If the employee is not satisfied with the decision of the Department Head, he/she or his/her representative shall, within five (5) days of receipt of the Step 2 response, be allowed to make a request to the Chief School Officer for review and determination of the grievance. Such request shall be in writing and include the same information that the employee provided the Department Head. The Chief School Officer shall render his determination in writing within five (5) working days after receipt of the request for his review and shall send copies of such decision to all parties involved in the grievance.
4. **Step 4:** If the aggrieved employee is not satisfied with the decision of the Chief School Officer, such employee shall be allowed to submit a written request for review and determination of the grievance to the Board of Education within five (5) days from the receipt of the decision at Step 3. Such request shall specify the same information as the employee provided the Department Head. The Board of Education shall notify all parties involved in the grievance of the time and place when a committee composed of no more than three (3) Board of Education members shall convene a hearing where such parties may appear and present oral and written statements supplementing their positions. Such hearing will be held within ten (10) days of the next regularly scheduled Board of Education meeting. The Committee shall render its decision in writing within ten (10) days of the hearing and shall transmit copies of such decision to the grievant and his/her representative.
5. **Step 5:** Within fifteen (15) days after the Board of Education's answer, the CSEA shall notify the Superintendent if it wishes to proceed to binding arbitration. If such is the case, the CSEA and the Board of Education agree to select an arbitrator from a list provided by the American Arbitration Association (AAA) and to follow the rules and regulations for the arbitration hearings as established by AAA. Costs of such arbitration shall be equally shared by both parties.

D. Time Limits

In each of the above steps if the grievant or his/her representative does not file an appeal at each step within the time limits established for filing an appeal, the grievance shall be null and void and further processing is barred. If the School District or any of its agents do not answer the grievant as to its decision at any step of the grievance procedure within the prescribed time limits, the grievance may be processed to the next applicable step as though the grievance had been denied.

ARTICLE VIII – Hours of Work/Work Schedules

A. Hours/Schedule

The hours of work for each employee covered under this contract shall be established in accordance with the title encumbered by the employee and the corresponding work schedule as set forth herein.

TITLE	HOURS OF WORK/WORK SCHEDULES
1. Monitor	<p>A. Five (5) days per week, ten (10) months per year (September 1 through June 30 when school is in session). Monitors will be paid based on 191 days each school years.</p> <p>B. Special Provisions</p> <p>Monitors will be paid for two (2) hours of work per day.</p> <p>In any situation where school is closed during school hours, monitors will be paid a full day's pay.</p>
2. Custodians, Cleaners, Building Maintenance Technician, and Building Systems Technicians	Five (5) days per week, twelve (12) months per year, eight (8) hours per day unless otherwise specified), with the exception of paid vacation and holidays as well as other paid and unpaid leave specified in this Agreement.
3. Teacher Aides, Teaching Assistants, and Health Aide	Five (5) days per week, ten (10) months per year, eight (8) hours per day (unless otherwise specified). September 1 through June 30 on days which Teachers are scheduled to work. Teacher Aides and Teaching Assistants will be paid based on 192 days each school year.
4. Bus Drivers and Bus Attendants	Five (5) days per week, ten (10) months per year, from September 1 through June 30, when school is in session with the exception of paid and unpaid leaves specified in this Agreement. Bus runs and time shall be specified by the Transportation Aide and the Superintendent of Schools. Drivers and Bus Attendants shall be paid on an annual salary basis for 191 days.
5. Transportation Aide	Five (5) days per week, four (4) hours per day, ten (10) months per year from September 1 through June 30, when school is in session with the exception of paid and unpaid leaves specified in this Agreement. The Transportation Aide shall be paid on an annual salary basis for (191) days. During July and August, the Transportation Aide shall work fifteen hours per week to be scheduled with the approval of the Superintendent.

ARTICLE IX – Assignment of Work/Overtime

A. Assignment of Work

The non-teaching employee must recognize an obligation to take part in staffing the building for activities outside of regular hours. Every effort will be made by the employees to fulfill these obligations through voluntary means.

If no volunteers are available, the Department Head may assign an employee from his/her department. Assignments of this nature will be made on a rotating basis and three (3) days prior to the date of the function – except for emergencies.

Repeated failure of a designated employee to cover an event or find a substitute may result in punitive measures.

B. Overtime

1. Performance of work - outside organization

If an employee is called to be on duty to assist an outside organization, the hours worked by the employee will be credited as hours toward the forty (40) hours worked. Hours worked over forty (40) hours will be paid time and one-half.

2. Other Work Outside the Normal Work Day

- a. All employees shall be paid time and one-half for all hours worked over eight (8) hours per day.
- b. An employee called in for work on a holiday shall be paid time and one-half for hours worked on the holiday in addition to his/her regular holiday pay.
- c. The immediate supervisor of employees shall distribute all overtime on a rotating basis in as equitable a manner as possible.

3. Emergency Closing Days

- a) Cleaners, Custodians, **Building Systems Technician**, and Building Maintenance Mechanics are all required to work during the day shift on emergency closing days. **An employee who reports to work shall earn an additional personal day.** Employees unable to report to work for their shift shall use a personal day or a vacation day. The employee's normal rate of pay will apply.
- b) Emergency work that is required by the district on Saturday and/or Sunday shall be paid at one and a half times their regular rate for all hours worked. Emergency work that is required by the district on a holiday shall be paid at twice their regular rate for all hours worked.

ARTICLE X – Holidays

A. Holidays

1. Each employee covered under this contract who works twelve (12) months per year shall receive the following paid holidays each year.
 - a. Fourth of July
 - b. Labor Day
 - c. Columbus Day
 - d. Veterans' Day
 - e. Thanksgiving Day
 - f. Friday after Thanksgiving Day
 - g. Christmas Eve Day
 - h. Christmas Day
 - i. New Year's Eve Day
 - j. New Year's Day
 - k. Martin Luther King, Jr.'s Birthday
 - l. Presidents' Day*
 - m. Good Friday*
 - n. Memorial Day **

*If school is in session on either Presidents' Day and/or Good Friday, employees shall report for a full day of work with no extra pay.

**** All CSEA members will get the day before Thanksgiving and the Friday before Memorial Day as paid holidays if school is not in session. If the teaching staff is required to report to work on either of these days, CSEA unit members will also report to work.**

ARTICLE XI – Vacation

A. Twelve (12) Month Employees

1. All twelve (12) month employees covered under the collective bargaining unit shall receive the following paid vacations each year:
 - a. One (1) week paid vacation after completion of one (1) year of employment.
 - b. Two (2) weeks paid vacation after completion of two (2) years of employment.
 - c. Three (3) weeks paid vacation after completion of three (3) years of employment.
 - d. **Three (3) weeks, one (1) day**, paid vacation after completion of **ten (10) years** of employment.
 - e. **Three (3) weeks, two (2) days**, paid vacation after completion of **eleven (11) years** of employment.
 - f. **Three (3) weeks, three (3) days**, paid vacation after completion of **twelve (12) years** of employment.
 - g. **Three (3) weeks, four (4) days**, of paid vacation after completion of **thirteen (13) and (14) years** of employment.
 - h. Four (4) weeks paid vacation after completion of fifteen (15) years of employment and each year thereafter with the District.
 - i. The first (1st) year's vacation is determined by the actual time worked between July 1 and June 30 and shall be prorated accordingly.

2. Vacation time may not be accumulated.

B. Vacation Use Guidelines – Maintenance/Grounds

Custodians, Cleaners, Building Maintenance Technician, and Building Systems Technician may have more than two (2) employees on vacation only with the **approval of the Superintendent of Buildings and Grounds**.

These same employees are to request in writing *no later than* two (2) weeks in advance, except in cases of emergency, when they intend to take their vacation and receive prior approvals from the Superintendent of Buildings and Grounds and the School Superintendent.

C. Custodians and Cleaners (part-time)

Custodians and cleaners hired on a part-time basis (four [4] hours per day, five [5] days per week), will be entitled to paid vacation on a prorated basis of that allowed under Section A of this article and shall, furthermore, be covered by the guidelines of Section B as these guidelines relate to vacation use.

D. Vacation Leave at Separation

Upon death, retirement, resignation or layoff from service, an employee, his/her beneficiary or estate, shall be paid for all unused vacation days including those days an employee earns during the year in which one of the above events occurs at the employee's then current rate of pay. The employee, his/her beneficiary or estate, shall receive payment for the unused vacation days on the payday following the date the employee leaves the service of the District.

ARTICLE XII – Leaves of Absence

A. Paid Sick Leave/Family Illness Leave/Bereavement Leave

1. Sick Leave/Family Illness Leave

All employees earn one (1) sick day per month of active employment to a maximum of one hundred seventy-five (175) days. Employees may use each year's allotted sick days for either personal illness

or family illness. Family illness days are not cumulative (i.e. – a twelve month employee earns 12 sick days. He/she may use those days for personal illness or family illness. If the employee has accumulated 60 days, he/she may still only use 12 days for family illness in one year.)

If an employee has a family member (mother, father, spouse or dependent child) with a debilitating or catastrophic illness, he/she may make a written request to use more than 12 of his/her accrued sick days to provide care. The written request must go to the Superintendent and the decision of the Superintendent is final.

a. Any employee using more than five (5) consecutive sick days must provide a written medical release from the doctor to return to work.

2. Bereavement

- a. Employees will be entitled to five (5) paid bereavement days in cases of death in his/her immediate family (i.e., spouse, child, parents, parents-in-law).
- b. Employees will be entitled to three (3) paid leave days in cases of death of brother, sister, grandparents, son-in-law, daughter-in-law, grandchild.
- c. Employees will be entitled to one (1) paid leave day for other family members or close friends.
- d. Employees may apply for an additional day(s) to the Superintendent. Any increases granted will not be precedent setting for future requests under this paragraph.

B. Personal Business Days

1. All employees within the unit shall be entitled to three (3) personal business days per year.
2. Personal business days are NOT to be deducted from sick leave.
3. All personal business day requests must receive **PRIOR APPROVAL** from the Superintendent. Personal day requests must be made in writing two (2) school days prior to the day requested on the standard form except in cases of emergency. ***In the case of emergency an employee must telephone his/her immediate supervisor or his/her designee and speak to someone personally, with paperwork to be submitted upon return to work.*** In the event personal day requests are submitted by more than two (2) non-teaching employees for the same day, the two (2) employees with seniority will receive permission for that day. **In the Transportation Department, if more than one (1) employee requests a personal leave day, the employee with the greater seniority shall receive the personal leave day.**
4. In cases of emergency the number of employees who may take a personal leave day will be increased. The Superintendent shall determine if an emergency exists.
5. Personal business days may be taken in not less than one-half day segments.
6. Unused personal business days will be added to unused sick leave day accumulation.

C. Unpaid days may only be requested if the appropriate leave days have all been used. If an employee uses all leave days in a school year and accumulates three or more unpaid days, the Supervisor may conduct an additional performance evaluation with that employee.

D. Sick Leave Bank (effective July 1, 2001)

1. Upon accumulation of twenty (20) of his/her own days, an employee will be given one and only one opportunity to join the Sick Leave Bank and shall make his/her contributions by submitting a signed, written authorization to the Superintendent. The District will provide each employee with a membership form for this purpose, which must be completed and signed by the employee. Each employee must complete the form indicating whether he/she chooses or declines to join the Bank. Prior to signing the form the District and/or Association will advise the employee of the Sick Leave Bank benefits.

2. The Sick Leave Bank will be established to aid employees who suffer: (1) prolonged personal illness; (2) disability; (3) incapacitation due to sickness or accident, and whose sick leave accumulation has been exhausted.
3. Any association member or member of the school's secretarial staff who desires to be a member of the Sick Leave Bank will contribute at least two (2) and no more than five (5) days of his/her yearly allotment of personal sick leave days each year to the bank. Each half-time employee will be entitled to half of the benefit (full salary) for a maximum of 60 days and will contribute at least one (1) and no more than three (3) days of his/her yearly allotment of personal sick leave days each year to the bank. This does not pertain to those members entering under paragraph four (4). The number of days to be contributed by each member of the Sick Leave Bank will be determined by the Sick Leave Bank Committee.
4. At no time will the number of accumulated days in the bank exceed 300 days exclusive of new membership. When the Bank exceeds the maximum days, the contributions of the members will be reduced or eliminated on an equitable basis to avoid such excess. All new members will contribute two (2) days upon joining the Sick Leave Bank and old members will not continue to contribute after joining unless their days are needed to replenish the bank. During his/her service with the District, an employee will have only one opportunity to become a member of the bank.
5. Upon retirement/termination of employment with the District after ten (10) years, a maximum of 75 days of a member employee's accumulated sick leave may be contributed to the Bank provided the employee was a participant in the bank (See Paragraph 1 this section). If such crediting would cause the bank to exceed 300 days, only the number of days needed will be credited to the Bank. The unused accumulated sick days cannot be days that the employee has received credit for under Article XIV, Section C.
6. A member of the Sick Leave Bank will be entitled to, on written application to the Sick Leave Bank Committee, draw up to 60 days maximum per life against the Bank after his/her own accumulation has been exhausted but only for personal illness, disability, and/or incapacitation due to sickness or accident. Written application must be within 30 days of the employee's eligibility to utilize the Sick Leave Bank.
7. Medical reports may be requested by the Sick Leave Bank Committee, for use in the administration of the Bank, at the employee's expense. The Sick Leave Bank Committee may call for another medical evaluation verifying disability. This reevaluation is to be paid by the employee. This reevaluation may not occur more frequently than once a month.

The employee is entitled to the benefits of the Sick Leave Bank if:

 - a. He/she is a member of the Sick Leave Bank
 - b. He/she uses all eligible paid leave days. This includes both sick and personal days.
 - c. He/she has served a five consecutive school day waiting period without pay per illness. The waiting period shall include snow and/or emergency closing days, but not vacation days.
 - d. If there is a reoccurring illness and a subsequent withdrawal from the Bank, then the committee shall assess a waiting period of three (3) days instead of the five (5) day waiting period as described in Paragraph C, above. At no time will the three (3) day waiting period be invoked, unless the five (5) day waiting period has been served.
8. A member of the Sick Leave Bank may withdraw from the Bank, provided he/she does so in writing. In doing so, he/she permanently resigns from the bank and forfeits all days to the Bank
9. A Review Committee, to be composed of one Administrator, one Board member, and two employees selected by the CSEA will be set up to determine an equitable basis for contribution to the Bank and to act upon applications for the Sick Leave Bank utilization. Should the Review Committee be unable to reach a decision relative to its two purposes, the following procedure shall be followed to obtain a fifth committee member whose function will be to make a final determination on the disputed matter after being fully appraised on the issues by the Review Committee.

- a. The four member Review Committee will first try to mutually agree on an acceptable local person to serve as the fifth Review Committee member.
- b. If the four member Review Committee is unable to reach mutual agreement on the local Review Committee Member, then the fifth Review Committee member will be selected under the rules of the American Arbitration Association for the selection of an arbitrator.

The fifth Review Committee member will promptly arrange a Review Committee meeting at which time he will be selected under the rules of the American Arbitration Association for the selection of an arbitrator. All fees and/or expense incurred in the selection and service of the fifth Review Committee member will be shared equally by the parties.

The fifth Review Committee member will promptly arrange a Review Committee meeting at which time he shall be provided relevant documents, testimony, and other evidence. The fifth Review Committee member will then tender his determination forthwith.

Any decision made by the Sick Leave Bank Committee, regarding approval or disapproval of an application, will not be grievable or arbitrable.

Any employee whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a maximum of two (2) years, subject to filing proper medical reports.

E. Jury Duty

An employee who is called to jury duty shall receive his normal salary in accordance with current law.

F. Child-Bearing/Child-Rearing Leave

1. The parties agree that the wording in this Article XII Leaves of Absence, Section D (Child-Bearing/Child-Rearing Leave), shall apply to all members of the unit, both male and female.
2. In the event an employee desires a Child-Bearing/Child-Rearing Leave, the employee shall give written notice to the Superintendent no later than the thirtieth (30th) consecutive day (waived in emergency situations) prior to the date the employee wishes to commence the leave.
3. The Child-Rearing Leave shall begin when the employee's disability ends and shall end not more than two (2) years later. The notice shall specify when the employee desires the Child-Rearing Leave to end.
4. This notice shall be accompanied by a statement from the attending physician which states the anticipated date of delivery and that the employee's condition will not interfere with the full performance of her duties.
5. An employee may take either a Child-Bearing or Child-Rearing Leave but may not take a period in excess of two (2) years (plus any disability period) for any one (1) pregnancy, provided that the child will not have passed its second (2nd) birthday on or before the first (1st) day of the requested leave.
6. A Child-Rearing Leave may be taken for the adoption of a child up to the age of five (5).
7. An employee shall be permitted to utilize sick leave entitlements for temporary disability prior to the initiation of an unpaid Child-Bearing/Child-Rearing Leave.
8. An employee on an unpaid Child-Bearing/Child-Rearing Leave may terminate the leave if they give at least sixty (60) days notice prior to the resumption of duties.

G. Leave of Absence Without Pay

An employee may apply for a leave of absence without pay for up to one (1) year. *Written application shall be made to the Superintendent, which is subject to Board approval. Leave for educational purposes may be considered under this provision. The granting of leaves under this provision will not be precedent setting in any administrative forum and the denial of any such leave is not subject to arbitration. The employee on leave, under the provisions of this section, shall not earn pay, sick leave credit, vacation credit, or be entitled to hospitalization benefits. The Superintendent may grant leaves of no more than ten (10) working days. If the Superintendent approves such a leave (ten [10] working days or less), there shall be no loss of benefits.

*There shall be only one leave request per department for any specific time period.

ARTICLE XIII – Health Insurance

A. Current Health Insurance Plans

1. The complete health insurance plan, which includes hospital, surgical, dental and major medical coverage will be through the Chautauqua County School Districts Plan.

An 80/20 Prescription card will be available to members of the bargaining unit who buy basic health and extended medical insurance coverage.

Life insurance and optical coverage shall also be included in the District's Health Insurance Plan.
2. The District shall be the sole determiner of the health insurance plan. The Association will be given thirty (30) days notice of any change in carrier.
3. If conditions warrant the dissolution of the plan for whatever reason, the District shall be obligated to provide a comparable health insurance plan.
4. **No Loss of Coverage Clause:** There shall be no loss of benefits or coverage to any unit member or retiree as a result of the change from the current carrier to another health insurance carrier or program. Benefits will not be reduced to any employee during the duration of this contract.

B. Eligibility

1. The Basic Health Insurance Plan (hospital and surgical) applies to those employees that are actively employed on a full-time basis for an average work week of twenty (20) hours or more. Payments will be made in accordance with Section G – Premium Cost and Breakdown of Payments. It is assumed that bus drivers will be driving extra runs throughout the school year to make them eligible for the benefits given to twenty (20) hours a week employees. (Regular runs are based on three [3] hours per day or fifteen [15] hours per week.)
2. The Major Medical and Dental Plan is applicable only to those who are currently covered under the Basic Health Insurance Plan and who are employed on a full-time basis for an average work week of thirty (30) hours or more. Payments will be made in accordance with Section G – Premium Cost and Breakdown of Payments.
3. The District will pay a maximum of one hundred dollars (\$100.00) per full-time employee and maximum of fifty dollars (\$50.00) per part-time employee for vision care insurance.

For purposes of vision care only, the distinction between part-time and full-time would be that those employees working less than four (4) hours per day are considered part-time.

C. Dependent Coverage

1. A dependent is an individual, not eligible as an employee nor a member of the Armed Forces, who is:
 - a. An employee's spouse, if not legally separated, or,
 - b. An employee's unmarried child (including any step-child, legally adopted child or foster child) under nineteen (19) year of age (exceptions: college student dependent twenty to twenty-five [20-25] years of age; handicapped per plan document).
2. The District will make no contribution for health insurance for employees of the School District who are eligible to be covered under one (1) policy. Where husband/wife are both employed in the system under the one (1) plan and one (1) spouse dies, divorces or legally separates, the insurance plans will be available to the surviving spouse or both in the event of divorce or legal separation as soon as the insurance plans permit.
3. Employees shall not be eligible for duplicate health insurance coverage payments from another carrier that results in a monetary gain for the employee. This provision applies to payments received from the company. However, the co-insurance clause shall exist.

D. Confidentiality

All data obtained by the Plan Administrator of the District with respect to insurance claims shall be considered confidential and shall not be released to a third (3rd) party without the express, written consent of the employee(s) affected. Any health data obtained by the District through its participation in the Plan may not be used to discipline or dismiss a member of the bargaining unit.

E. Financial Reports – Availability

Financial reports pertaining to Panama Central School not of a confidential nature, shall be available to the Association when such reports are received in the School District Office.

F. Non-participation Payments

1. The District shall pay each non-teaching employee who elects not to participate in the health insurance program (basic, major medical, dental) according to the following prorated schedule:

Full-time employee		\$555.00
Six hour employee	75.0%	\$416.25
Four hour employee	50.0%	\$277.50
Three hour employee	37.5%	\$208.12

(Bus Drivers only – see ARTICLE XIII – B-1 Eligibility – page 21)

- a. Payment shall be paid in equal installments throughout the school year.
 - b. Non-teaching employees may reenter the program in accordance with the Chautauqua County School District's Trust Plan for acceptance (currently July 1).
2. If two (2) employees are married and have no children or dependents, then each employee will take individual health insurance coverage. The individual may reenter the family plan if there is a change in family circumstances that warrants re-admittance.
3. When two (2) employees are married and both employed by the District, no new non-participant benefits will be paid after July 1, 1991.
4. Married employees both of whom are currently on staff shall continue to receive non-participation payments under conditions herein.

G. 1. Premium Cost and Breakdown of Payments for Full-Time Employees

2008-2012 90% family; 95% single

2. Premium Cost and Breakdown of Payments for Part-Time Employees

Part-time employees hired after September 1, 1976, (those working between twenty [20] and twenty-nine [29] hours per week) are eligible for basic coverage only with the District payment to be:

2008-2012 50% family; 50% single

HEALTH INSURANCE UPGRADE

Employees, who qualify for basic coverage, have the option to purchase Major Medical and dental coverage at their own expense. Such option must be made during the District's open enrollment period of March 1 to March 31 of each year as established in the plan document, and shall not be changed unless there is a change in family circumstances. The only method of payment shall be payroll deduction.

H. Section 125 Flexible Benefit Plan

The District agrees to continue a “Section 125 Plan”, commonly referred to as a flexible benefit plan, pursuant to and in accordance with Section 125 of the Internal Revenue Code (26 USC §125).

The District will be responsible for selecting a plan administrator and plan development and/or changes.

I. Life Insurance

Life Insurance in the amount of ten thousand dollars (\$10,000.00) is provided to all employees with the District paying one-half of the premium.

ARTICLE XIV – Retirement

A. NYS Retirement System

1. All employees may join the New York State Employees Retirement System. Employees hired prior to July 1, 1976, who elect to join are members of the #75-I Non-Contributory Plan (Tier I or Tier II). Employees hired after July 1, 1976, who elect to join, are members of the CO-ESC Plan (Tier III or Tier IV) which mandates a three percent (3%) contribution by members.

2. Teaching Assistants shall be members of the New York State Teachers Retirement System in the appropriate tier.

B. Unused Sick Leave Option

Unused sick leave option available through New York State Employees Retirement System to be granted.

C. Accumulated Sick Leave Compensation

1. In order to be eligible for compensation of accumulated sick leave at retirement, the employee must have a minimum of ten (10) years of service and be eligible for retirement under the terms of the New York State Employees Retirement System.

2. Employees retiring from the District are eligible to be paid for unused sick leave based upon his/her daily rate at the time of retirement times the number of accumulated sick days, up to one hundred seventy-five (175).

- a. Payment, however, is not to exceed **fifteen thousand dollars (\$15,000.00)** for District health insurance or **ten thousand five hundred dollars (\$10,500.00)** if a cash payment is taken.
- b. If the cash payment is taken, payment will be a lump sum payment within thirty (30) days of retirement or the last pay in June of the year the employee retires, whichever occurs first.

Such payment shall be made directly to his or her deferred compensation plan account.

- c. If the Employee Retirement System or legislation establishes a payment for a retiree's health insurance, then the cash payment option, stated above, becomes null and void.

d. Retirement Notification

Eligible employees shall notify the Superintendent's office in writing that they are retiring. The written notification shall include the employee's effective retirement date and the elected option, either cash payment or credit for health insurance. The employee shall provide written notification at least ninety (90) calendar days prior to the effective date of retirement. The Superintendent retains the sole discretion to waive the notification requirement should the Superintendent determine extenuating circumstances are present.

ARTICLE XV – Personnel File

A. Included Material/Examination

Each employee covered under this contract, shall, upon three (3) working day's notice, be allowed to examine his/her personnel file. Upon request from the employee, the District agrees to provide the employee with copies of any material that was placed in the personnel file of such employee prior to the execution of this Agreement. The material will be provided within two (2) working days of the request for copies of the aforementioned material. Additionally, the District agrees to notify an employee in writing of any material of a derogatory nature which will be placed in the personnel file of the employee and shall allow the affected employee to respond to said material in writing within twenty (20) days of receipt of the notification. A copy of the derogatory material shall be attached to the notice that is sent to the employee. Only two (2) employees will be allowed to request a review of his/her personnel file in a forty-eight (48) hour period. A representative of the Superintendent will be present during all file reviews.

B. Excluded Material

The following material and/or documents shall be excluded from examination:

1. All pre-employment information; and
2. Letters of recommendation or reference written by School Personnel.

ARTICLE XVI – Salary Agreement and Schedules

A. Teaching Assistants and Teacher Aides

1. Such Employees are paid on a salary basis in accordance with the following formula:
Number of hours such employee is scheduled to work each day times 192 days times the hourly rate.
2. In addition to the negotiated general pay increase, Teaching Assistants assigned to the Elementary – Middle School (K-8) Library and the Elementary Computer Room shall receive three thousand dollars (\$3,000) per year for additional responsibilities not normally assigned to Teaching Assistants.
3. Any Teacher Aide or Teaching Assistant who takes and passes the No Child Left Behind Title I examination shall have his/her examination fee reimbursed upon presentation of proof of the successful passing of the examination.
4. If Teaching Assistants and Teacher Aides are assigned instructional duties by an Administrator, which require preparation time, they will receive one to three preparation periods per week to be scheduled by the Administrator based on the instructional preparation the Assistant or Aide is responsible for. These periods will be scheduled during the regular school day 7:50 a.m. to 3:20 p.m. Monday through Friday.

Fifteen (15) minute breaks for Teaching Assistants and Teacher Aides will not be scheduled during ninth period.

B. Grandfather Clause

Employees hired after June 30, 1987 shall be paid for hours worked only.

C. Night Differential

Employees who work during the time period of 7:30 p.m. to 11:30 a.m., shall receive a **forty cents (\$.40)** per hour night differential for all hours worked during that shift.

D. Cleaner/Custodial Night Supervisor:

The night supervisor shall receive an additional stipend as negotiated with the Superintendent. The CSEA President will be notified of the amount.

E. Increments

Notwithstanding any provision of the Taylor Law, employees shall not receive increments effective 7/1/2008.

F. Salary

1. Existing Employees

Effective **July 1, 2008**, the hourly rate of employees in effect on **June 30, 2008**, shall be increased by **forty-five cents (\$.45) per hour**.

Effective **July 1, 2009**, the hourly rate of employees in effect on **June 30, 2009**, shall be increased by **forty-eight cents (\$.48) per hour**.

Effective **July 1, 2010**, the hourly rate of employees in effect on **June 30, 2010**, shall be increased by **fifty cents (\$.50) per hour**.

Effective **July 1, 2011**, the hourly rate of employees in effect on **June 30, 2011** shall be increased by **fifty-two cents (\$.52) per hour**.

2. **Starting Rates** - The starting rates for all titles covered by this Agreement shall be increased by forty cents (\$.40) per hour in each of the four years of the successor Agreement.

	08/09	09/10	10/11	11/12
Driver	12.98	13.38	13.78	14.18
Teacher Aide, Health Aide	9.53	9.93	10.33	10.73
Teaching Assistant	10.08	10.48	10.88	11.28
Cleaner	10.18	10.58	10.98	11.38
Custodian	10.93	11.33	11.73	12.13
Building Maintenance Mechanic	10.56	10.96	11.36	11.76
Monitor	9.88	10.28	10.68	11.08
Bus Attendant	9.88	10.28	10.68	11.08
Transportation Aide	12.30	12.70	13.10	13.50
Building System Technician	11.87	12.27	12.67	13.07

3. **Anniversary Stipend**

An anniversary stipend shall be paid to eligible employees in the first paycheck in December of the school year in which the following anniversary occurs, only the years indicated and the amount indicated for those years. The amount of the anniversary stipend shall be as follows:

10 th Year	\$200.00
15 th Year	\$250.00
20 th Year	\$350.00
25 th Year	\$450.00
30 th Year	\$550.00
35 th Year	\$650.00
40 th Year	\$750.00

By November 1st of every year, employees who are eligible for an anniversary stipend to be paid in December shall so advise the District office. The purpose of this provision is notification to the District. Lack of notification shall not disqualify anyone from receipt of these stipends.

At the time of an employee's separation from employment, an individual will get an additional one time stipend equal to the amount granted on his/her most recent specified anniversary.

4. Any employee receiving the night differential payment and who is required to substitute during a day shift will not lose the night differential payment during his/her substitute period.

5. **SALARY CALCULATION**

All ten (10) month employees will be paid in accordance with Article VIII Hours of work/Work Schedules. The salary will then be divided by twenty-one (21) or twenty-six (26) pay dates as the employee shall designate.

G. **Sabbatical Leave**

Leaves for Teaching Assistants and Teacher Aides for the purpose of completing a Bachelor or Master degree program may be granted at the discretion of the Board of Education upon the joint recommendation of the Superintendent of Schools and the executive committee of the Panama Central School District Unit of the CSEA. Approved leaves are subject to the following conditions:

- i. No more than one (1) member of the Teaching Assistants/Teacher Aides staff will be absent on leave at the same time.
- ii. Requests for this leave must be received the Superintendent in writing no later than January 1 for a leave beginning in September.
- iii. The employee has completed at least seven (7) years of employment with the District.

- iv. Only one year leaves will be granted. Any employee receiving such leave must return to the District for full-time employment for at least two years.
- v. The employee will be restored to his former position, retirement status, and other former status and will be placed at the appropriate salary as though the employee had not been on leave.

H. Substitute Call-In Stipend

1. Any employee covered by this Agreement assigned to call in substitute employees (currently the Health Aide) shall receive a stipend according to the following chart:

<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
\$2,050	\$2,100	\$2,150	\$2,200

ARTICLE XVII – Transportation Working Conditions

A. Test for Drugs and Alcohol

1. **General** The Panama Central School District shall test employees for drug and alcohol use in accordance with the Federal Highway Administration regulations, 49 CFR Parts 40, 382, 391, 392, 395, that pertain to employees who operate commercial motor vehicles and are subject to commercial drivers license pursuant to 49 CFR Part 383. The program and its procedures shall be implemented for Panama Central School District employees effective July 1, 1997.
2. **Random Testing** The Panama Central School District shall select a qualified consultant to identify employees for random drug and/or alcohol testing in accordance with the Federal regulations.
3. **Reasonable Suspicion Testing** The Panama Central School District has the right to test an employee in the event it has a reasonable suspicion that an employee may be under the influence of drugs or alcohol, or may have engaged in prohibited use of drugs or alcohol.

If discipline action is probable, the Panama Central School District supervisor will exercise every attempt to inform the employee of his/her right to consult with legal counsel or a representative of CSEA. However, failure to so inform the employee, or to actually provide legal counsel, will not preclude the Panama Central School District to a grievance or arbitration and is specifically non-arbitrable. The employee may consult with legal counsel or a CSEA representative, but this privilege shall not cause a delay in the testing process, nor shall the failure to exercise this privilege invalidate test results or preclude discipline based on test results. The failure to obtain counsel or representation shall not be grievable or arbitrable.
4. **Post-Accident Testing** When a post-accident test is required, the employee may consult with legal counsel or a CSEA representative, but this privilege shall not cause a delay in the testing process, nor shall the failure to exercise this privilege invalidate test results or preclude discipline based on test results. The failure to obtain counsel or representation shall not be grievable or arbitrable.
 - a. **Testing Procedures** If a test result of the primary specimen is positive, **either party** shall request that a qualified medical review officer direct that the split specimen be tested in accordance with the procedures set forth in 49 CFR Part 40, sections 40.25 (f)(10)(ii), 40.29 (b)(2)(3), and 40.33(f).
 - b. **Payment of Wages** To the extent required by the current collective bargaining agreement and the Fair Labor Standards Act, the Panama Central School shall pay the employee for the time required up to two (2) hours to comply with random drug and alcohol testing, only, but not follow-up testing, including providing a breath sample, a urine sample, and/or travel time to and from the test site.
 - c. **Call-In Procedure** At the time an employee is called to report to duty, for overtime duty or at other than his/her usual start time, the employee shall acknowledge the use of any alcohol or any drug or other substance which might impair the employee's ability to perform job duties. In such cases the employee will not be required to report to work. This section, however, shall not in any manner reduce, eliminate or otherwise affect any existing duty of employees to be reasonably available and capable of reporting to work without any drug or alcohol impairment.

- d. **Evaluation and Treatment** Any costs involving an initial evaluation by the substance abuse professional, selected by the Panama Central School District, shall be borne by the Panama Central School District. All follow-up testing directed by the substance abuse professional shall be paid for by the employee and will be on the employee's time. The expense of such follow-up testing may be submitted to insurance providers if the employee so chooses. This in no way is a guarantee by the Panama Central School District that such claim will be paid by the insurance providers.

Unless the employee is terminated, an unpaid leave of absence will be allowed for follow-up testing and treatment if directed by the substance abuse professional on an in-patient or out-patient basis, provided that the employee may use accumulated sick leave, vacation and/or personal time in accordance with the current collective bargaining agreement. This provision shall in no way preclude the right of the Panama Central School District to impose discipline, up to and including dismissal, against the employee pursuant to the district's existing disciplinary authority. Nothing herein shall be construed to diminish any rights which may apply under the FMLA or other relevant laws, nor shall granting of such time off be considered a recognition of ADA status of such employee by the Panama Central School District.

Reinstatement to the employee's position or an equivalent position if available may only occur upon certification that the employee has satisfactorily completed a rehabilitation program and the program recommends return to regular assignment. Department heads shall retain the right to assign and manage personnel in accordance with the Civil Service Law and the collective bargaining agreement.

5. **Previous Policies and Procedures** In the event of a conflict, the federal regulations and this provision shall supersede previous policies and procedures pertaining to drug and alcohol.

B. Base Pay

1. The base pay schedule for Bus Drivers and Bus Attendants set forth in ARTICLE XVI is for two (2) trips daily (i.e., bringing children to school in AM and returning children home in PM). If a run is made longer due to a mechanical breakdown of the bus and the requirement of the driver to remain with the bus **or inclement weather, upon notification to and prior approval of the District**, the driver shall be paid his/her hourly rate for that time.
2. Drivers and Bus Attendants will be paid for personal, sick and bereavement days according to their permanent assigned work schedule for that year. If a driver chooses to drive extra runs, payment for those runs will not be included in a leave day payment.

C. Assignment of Bus Runs

1. **Regular Runs** (i.e. AM and PM and **Special Need**) shall be determined by seniority prior to September 1 of each year. Drivers and **Bus Attendants*** shall have the choice of any regular run in the order of seniority.
2. **Extra Runs** (i.e. as determined by the District) shall be determined prior to September 1 of each year. **Drivers and Bus Attendants* (where needed)** shall have the choice of as many extra runs as they desire and their regular run schedule permits in the order of seniority.
3. Athletic and Field trip runs shall be assigned from an **Athletic and Field Trip Roster, (one Roster for Bus Drivers and one Roster for Bus Attendants), on the basis of seniority. Such Athletic and Field Trip Rosters shall be established on the basis of seniority, with the most senior Bus Driver or Bus Attendant appearing at the top of the Roster and then in descending order of seniority. A Bus driver or Bus Attendant (where needed) who refuses an athletic or field trip shall be charged with a refusal and shall be rotated to the end of the Roster.**
4. Notwithstanding any of the above, the District has the right to assign runs other than on the basis of seniority should the District determine conditions so warrant.
5. Long-term substitutes or substitute Bus Drivers or **Bus Attendants** shall not be allowed to take extra runs unless all regular Bus Drivers and **Bus Attendants** in the fleet have refused such trip.

*** The District shall have the sole discretion to determine which runs shall have an assigned Bus Attendant.**

D. Payment for Various Types of Runs

1. Regular runs to be paid on a salary basis computed as follows:
Three (3) hours per working day x **one hundred ninety-one (191) days per year** x **hourly rate**.
2. A person driving one (1) trip only per day receives one-half base salary.
3. **Handicapped Run Differential**
The driver of the bus transporting a physically handicapped child in need of the wheel chair lift, shall receive his/her schedule salary plus seventy-five cents (\$.75) per hour when the driver is required to perform additional duties beyond those of any other driver.
4. **Private School Runs**
These runs will be paid on a salary basis. The timing of the run will be evaluated by the Transportation Aide and in accordance with the opening day enrollment (September). The run may be re-evaluated by the Transportation Aide at any time when enrollment changes, site changes, etc. occur. Salary to be determined as follows:
Hourly rate x number of hours per day x **one hundred ninety-one (191) (190) days per year**.

E. Extra Trip Assignments

1. **Extra Activity Trips**
The following assignments shall be paid at the driver's regular rate of pay:
 - a. Any extra trip in which there is less than a thirty-six (36) hour notice will be awarded or assigned by the Transportation Aide without regards to seniority and will not count as a cross off if the driver refuses.
 - b. Once extra runs are established and assigned during August or September, a driver of that run cannot be bumped by another driver because of seniority during that academic year. When drivers receive their contract for various runs, their contract shall stipulate whether that particular run is a regular run or an extra trip run.
2. **Athletic and Field Trips**
3. **3:30 P.M. Runs**
4. **5:15/5:30 P.M. Runs**
 - a. Seniority does not apply to 5:15/5:30 P.M. runs.
 - b. 5:15/5:30 P.M. runs will be assigned on a rotating basis for those who wish by the Transportation Aide.
5. **Overnight Trips**
For any trip requiring that students remain overnight, the Bus Driver shall be paid twelve (12) hours of driving for any twenty-four (24) hour period. In addition to the twelve (12) hours at his/her hourly rate, the bus driver is to have his/her room paid for in addition to a reasonable allocation for food.
6. **Transportation Aide**
If the Transportation Aide or the employee assigned to perform the duties of the Transportation Aide possesses a valid CDL-S endorsement, he or she shall not be eligible for extra trips except where all regular drivers have been asked and refused. The Transportation Aide who possesses a valid CDL-S endorsement shall be given the right of first refusal for extra trips before a substitute driver is utilized.

F. Bus Driver Responsibilities

1. In-Service Workshops

- a. All bus drivers are required to attend bus driver schools as mandated by the State of New York and Department of Motor Vehicles.
- b. It is understood that there will be no extra compensation for attendance at these workshops and that they will be in addition to the conditions setup for the driver training schools.
- c. **Bus Drivers, if required will attend the opening day staff in-service workshop at no additional compensation. Required attendance at additional staff in-service workshops of three hours or more during the school year will be compensated at fifty dollars (\$50.00) each.**

2. **Bus Drivers and Bus Attendants employed by the District, either currently driving bus or attending or a substitute who worked for the District a minimum of twenty (20) days in the prior six months, will be paid \$50.00 in September after the District receives confirmation that the driver or attendant has successfully completed the 19A Refresher Course offered during the summer.**

Bus Drivers and Bus Attendants employed by the District, either currently driving bus or attending or a substitute who worked for the District a minimum of twenty (20) days in the prior six months, will be paid \$50.00 in February after the District receives confirmation that the driver or attendant has successfully completed the 19A Refresher Course offered during the month of January.

At the time new drivers take and complete the initial thirty (30) hour basic course, there will be no compensation. However, effective July 1, 2008, those who have completed all requirements to be a licensed and certified bus driver, are hired for a permanent bus driver position with the District, and who successfully complete the probationary period will be compensated for the basic course by a stipend of one hundred fifty dollars (\$150.00).

3. Cleaning Buses

- a. In addition to keeping the interior of the bus clean, the bus driver should also assume the responsibility of washing the exterior of the bus whenever it is needed.
 - i. Any driver who refuses to comply with the instruction of the Transportation Mechanic regarding the cleanliness of his/her bus will not be permitted to drive, with loss of pay, until the bus has been approved by the Transportation Supervisor for travel.
 - ii. The stipulation of washing the exterior of bus will not apply during inclement weather: however, during inclement weather the drivers are to rinse off his/her bus **AT LEAST ONCE A WEEK.**
- b. All buses will be washed by the drivers prior to extra activity trips such as field trips, athletic events and spectator buses.

4. School Policies

- a. A bus driver does not have the right to discuss with a parent any program that would affect established policy. Any violation of this policy will result in a letter of reprimand to the driver to be placed in his/her file.
- b. Bus schedules may change predicated on any changes in the master schedule.
- c. Under emergency situations, the Transportation Aide may use his/her own discretion in assigning drivers to a run. This procedure would supersede all other conditions of seniority, sign up, etc.
- d. ***All drivers should discuss a transportation problem with the Transportation Aide who will suggest the appropriate person to address the problem.***
- e. The use of buses is an administrative prerogative. Buses are the property of the school district and under the jurisdiction of the District and not the property of individual drivers. Therefore, buses may be assigned to trips and drivers as the District sees fit.

5. **Disciplinary Action**

All bus drivers are to use disciplinary report forms to report any infractions that call for a written report. The driver may follow up with a conference with the principal.

6. **Radios**

Drivers are to check radios to make sure they are working properly. All drivers are to have radios turned on and tuned to school frequency.

7. **Additional Assignments**

Regular bus drivers shall be asked to drive private school runs, BOCES runs, handicapped runs and 3:30 runs before substitute drivers as well as other runs which now exist or which may be developed. There can only be one (1) regular driver move and that regular driver's position will be filled with a substitute. If the original driver returns, everyone returns to the original driver positions.

8. **Long Term Assignments**

If a regular driver is going to be absent for more than three (3) consecutive days, the Transportation Aide may assign a substitute (not regular) to take the run.

9. **Starting of Unhoused Buses**

The Transportation Aide or the garage mechanic is responsible to start unhoused buses on severe weather days a reasonable time before bus departure. This only affects buses parked on school property.

10. **Notification of Bus Routes**

It is agreed that as soon as the bus routes for the year have been established, the drivers will be notified of their routes.

11. **Recording Sheets**

The recording sheets for **fuel** to be incorporated with the trip sheets.

G. District

1. **Bus Turnarounds**

The District will be responsible to keep bus turnarounds usable both winter and summer. The District is to become involved in a program to improve bus turnarounds, both public and private and to have signs posted.

2. **Driver's Responsibility of Bus**

A bus driver is paid from the time he leaves Panama until the time he returns and should, therefore, use discretion and good judgment to prevent vandalism to his/her bus.

3. **Hours**

The District does not guarantee hours for bus drivers.

H. Bus Drivers Health Insurance

1. All bus drivers shall be eligible for basic coverage with District premium contribution determined in accordance with the conditions set forth in Article XIII – Health Insurance – Section B-1.

2. To be eligible for full coverage (i.e. Basic, Major Medical, Dental) the driver must work thirty (30) or more hours per week. Such hours shall be determined by the sum of regular run hours and extra run hours worked per week. Athletic and Field Trip run hours shall not be counted in arriving at the thirty (30) or more hours standard.

ARTICLE XVIII – Employee/Association Rights

A. Access to Employees

The Association and its designated agents shall have the right of access to members of the bargaining unit during break time or lunch to administer the Agreement and to explain Civil Service Employees Association's sponsored benefits and programs. The designated agents of the Association may also meet with employee(s) at other times with the permission of the Superintendent which shall not be unreasonably denied.

B. Membership Lists

The District agrees to provide the Association President with a listing of names, home addresses, work locations, position(s), and title(s) of each employee covered under this contract on the first (1st) pay day in July of each year and shall, on a monthly basis during such year, update the list by providing the Association President with a list of newly hired, transferred, reinstated and terminated employees.

ARTICLE XIX – Labor Management Committee

A. Purposes/Procedures

The Labor/Management Committee (referred to as the Committee in this paragraph) exists to discuss matters and/or problems that might concern either entity. The committee is not created to be a vehicle for continuing negotiations or as a grievance forum, rather, an avenue of discussion. No specific actions or resolutions are required by the Committee. The Committee will consist of up to three (3) employees designated by the Association and up to three (3) representatives designated by the Superintendent. The Committee will meet as needed if requested by either party with a written agenda of items to be discussed. The agenda of each party shall be submitted to the other party one (1) week prior to the meeting. The Committee may meet more frequently if mutually agreed.

B. Meetings

Meetings will be held on mutually agreed upon dates on an "as-needed" basis. There shall be no required number of meetings.

ARTICLE XX – Miscellaneous

A. Conferences and Workshops

The District will pay expenses for conferences and workshops upon the approval of the Superintendent.

B. Credit Hour Reimbursement

1. Teaching Assistants and Teacher Aides, with pre-approval from the superintendent, may receive sixty dollars (\$60.00) per credit hour for college course work. Payment will be made directly to the employee upon proof of successful completion of the course (i.e. college transcript).
2. A Teaching Assistant and/or Teacher Aide may not sign up and have more than eight (8) hours of university credit paid for by the Board of Education per year.

ARTICLE XXI – Savings Clause

If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any addition thereto shall not be affected.

ARTICLE XXII – LEGISLATIVE PROVISION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIII – Effect of Agreement

1. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in the amendment hereto.
2. In the event the school day and/or school year should change and significantly impact the working hours of ten (10) month CSEA employees, the parties agree to reopen this contract for the express purpose of negotiating the impact and terms and conditions of such change.

ARTICLE XXIV – Management Rights

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the District are retained by it, including, but not limited to, the right to determine the facilities, methods, means and number of personnel required to conduct District Programs; to administer the personnel operations of the District, including the examination, selection, recruitment, hiring, appraisal, training, promotion assignment, or transfer of unit members pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or re-allocate new or existing positions in accordance with law and the provisions of the Agreement.

ARTICLE XXV – Terms and Conditions of Employment Not Covered By This Agreement

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's discretion and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

ARTICLE XXVI – Observations and Evaluations

1. The parties agree that observations and evaluations are for the purpose of providing feedback to employees about their performance so that the parties can provide the optimum service to the District.
2. An "observation" shall be defined as the act of paying attention or noticing an event or action. Any observations made of an employee shall be shared with the employee by an appropriate representative of the District. Employees shall have the opportunity to include in their personnel file a written statement in response to any observation whether made verbally or in written form by a District representative or by a person not in employ of the District.
3. An "evaluation" shall be defined as the formal process of examining and judging an employee's performance for a defined period of time. An evaluation will be reduced to writing and discussed with the employee. Employees shall have the opportunity to include, in their personnel file, a written statement in response to any evaluation. After each evaluation conference, an employee shall sign and date the evaluation. The employee's signature indicates only that the employee has reviewed the evaluation and necessarily agrees with it. If an employee refuses to sign an evaluation it will nonetheless be entered in the employee's personnel file with a notation that the evaluation has been discussed with the employee and that the employee refused to sign same.
4. Among the factors to be considered in the evaluative process are attendance and job performance.
5. There shall be no limit to the number of evaluations done for probationary employees. Permanent employees shall be evaluated on at least an annual basis and not more than twice per year. Bus drivers shall have a written evaluation in addition to the required road test and associated written test. Any alcohol or drug test administered shall not be considered an evaluation pursuant to this Article.

ARTICLE XXVII – Duration

The terms of this Agreement are effective from July 1, 2008, through June 30, 2012, or until a new contract has been agreed.

In Witness Whereof, the proper representative of each party sets his/her hand this _____ day of October, 2008.

Superintendent of Panama
Central School District

Donna Vistrand,
President of Panama Central
School District, Local #807,
Unit #6317, Civil Service
Employees Association, Inc.
Local #1000, AFSCME, AFL-CIO

Penny Gleason,
C.S.E.A. Labor Relations Specialist